

May 2, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: KATHERINE WESTON  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO.** GSS-MU-08-066-KW  
FAX MACHINES

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for a one (1) year period from July 1, 2008 through June 30, 2009. Each contract may be renewed for one (1) additional year through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. MULTIPLE AWARD CONTRACT:**

Please note that this is a multiple award contract pursuant to Delaware Code, Title 29, Chapter 6926. Two (2) Vendors have been awarded this contract. You may choose the vendor that best suits your needs.

### **4. VENDORS:**

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P.C. Supplies, Inc  
1003 South Chapel Street  
Suite A  
Newark DE 19702  
Contact: R. Scott Martin, President  
Phone: (302) 368-4800  
Fax: (302) 368-5288  
Email: [scott@pcsupplies.com](mailto:scott@pcsupplies.com)

Affordable Business Systems  
119 Fulton Street  
Salisbury MD 21804  
Contact: Dean Woroniecki, President  
Phone: (410) 742-2234  
Phone: (888) 727-2679  
Fax: (410) 742-0345  
Email: [deanw@affordablebusinesssystems.com](mailto:deanw@affordablebusinesssystems.com)

### **5. SHIPPING TERMS:**

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F.O.B. destination.

### **6. PRICING:**

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Prices will remain firm for the term of the contract year.

**1. LIGHT USAGE DESKTOP WITH  
HANDSET**

|  | <u>Company Info</u>   | <u>Company Info</u>   |
|--|---|---|
| Company Name                           | P. C. Supplies, Inc.<br>1003 S. Chapel St.<br>Suite A<br>Newark, DE 19702 | Affordable Bus Sys<br>119 Fulton St.<br>Salisbury, MD 21804 |
| Manufacturer                           | <u>Brother</u>  | <u>Savin</u>  |
| Model #                                | MFC 7220  | SP1000 SF   |
| Mean Time Between Failure: Days/Months | 10,000 pgs per month  | 12 months   |
| Parts: Warranty Period                 | 1yr Exchange  | 90 days   |
| Parts Included (Y/N)                   | Y   | Y   |
| Labor: Warranty Period                 | 1yr   | 90 days   |
| Labor Included (Y/N)                   | Y   | Y   |
| Yearly Extended Warranty Cost          | \$79  | \$115/year  |
| Basic Unit Cost                        | \$189   | \$389   |
| Loaner Fax Cost                        | \$ N/A  | \$10/day  |
| Toner                                  |   |   |
| Gross Yield (# of pages)               | 2500  | 4000  |
| Net Yield (\$/page)                    | \$0.019   | \$0.023   |
| Unit Price                             | \$48  | \$92  |
| Drum                                   |   |   |
| Gross Yield (# of pages)               | 12000   | NA  |
| Net Yield (\$/page)                    | \$0.007   | \$  |
| Unit Price                             | \$82  | \$  |
| Delivery                               |   |   |
| Equipment/Options in Days/ARO          | 3 Days  | 7   |
| Supplies in Days/ARO                   | 3 Days  | 3   |

**2. MEDIUM VOLUME PLAIN PAPER COMMERCIAL GRADE FAX**

|  | Company Info  | Company Info  |
|--|---|---|
| Company Name                           | P. C. Supplies, Inc.<br>1003 S. Chapel St.<br>Suite A<br>Newark, DE 19702 | Affordable Bus Sys<br>119 Fulton St.<br>Salisbury, MD 21804 |
| Manufacturer                           | Brother   | Savin   |
| Model #                                | MFC-8220  | SP1000SF  |
| Mean Time Between Failure: Days/Months | 20,000 pags per mo.   | 12 months   |
| Parts: Warranty Period                 | 1 Year exchange   | 90 days   |
| Parts Included (Y/N)                   | Y   | Y   |
| Labor: Warranty Period                 | 1yr   | 90 days   |
| Labor Included (Y/N)                   | Y   | yes   |
| Yearly Extended Warranty Cost          | \$79  | \$115/year  |
| Basic Unit Cost                        | \$289   | \$349   |
| Loaner Fax Cost                        | \$ N/A  | \$10/day  |
| Toner                                  |   |   |
| Gross Yield (# of pages)               | 3500  | 4000  |
| Net Yield (\$/page)                    | \$0.015   | \$0.023   |
| Unit Price                             | \$53  | \$92  |
| Drum                                   |   |   |
| Gross Yield (# of pages)               | 20000   | NA  |
| Net Yield (\$/page)                    | \$0.006   | \$  |
| Unit Price                             | \$116   | \$  |
| Delivery                               |   |   |
| Equipment/Options in Days/ARO          | 3 Days  | 7   |
| Supplies in Days/ARO                   | 3 Days  | 3   |

**3. HIGH VOLUME PLAIN PAPER COMMERCIAL GRADE FAX**

|  | Company Info  | Company Info  |
|--|---|---|
| Company Name                           | P. C. Supplies, Inc.<br>1003 S. Chapel St.<br>Suite A<br>Newark, DE 19702 | Affordable Bus Sys<br>119 Fulton St.<br>Salisbury, MD 21804 |
| Manufacturer                           | Brother   | Savin   |
| Model #                                | MFC-8860DN  | SP1000SF  |
| Mean Time Between Failure: Days/Months | 20,000 pages per mo   | 12 months   |
| Parts: Warranty Period                 | 1year Exchange  | 90 days   |
| Parts Included (Y/N)                   | Y   | yes   |
| Labor: Warranty Period                 | 1yr   | 90 days   |
| Labor Included (Y/N)                   | Y   | yes   |
| Yearly Extended Warranty Cost          | 93  | \$115/year  |
| Basic Unit Cost                        | \$475   | \$349   |
| Loaner Fax Cost                        | \$ N/A  | \$10/day  |
| Toner                                  |   |   |
| Gross Yield (# of pages)               | 3500  | 4000  |
| Net Yield (\$/page)                    | \$0.015   | \$0.023   |
| Unit Price                             | \$53  | \$92  |
| Drum                                   |   |   |
| Gross Yield (# of pages)               | 25000   | NA  |
| Net Yield (\$/page)                    | \$0.015   | \$  |
| Unit Price                             | \$131   | \$  |
| Delivery                               |   |   |
| Equipment/Options in Days/ARO          | 3 Days  | 7   |
| Supplies in Days/ARO                   | 3 Days  | 3   |

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## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

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**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.